

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
CASE NO. 2022-LPC-00039 AND
CASE NUMBER 2023-LPC-00011

KENTUCKY BOARD OF LICENSED PROFESSIONAL
COUNSELORS

PETITIONER

v.

MICHAEL C. ADAMS, LPCC
License No. 105387 (Expired 12/31/2023)

RESPONDENT

AGREED ORDER

The Kentucky Board of Licensed Professional Counselors (the “Board”), and Michael C. Adams, (“Respondent”) hereby agree as follows:

1. On August 22, 2022, Rosemary Grimes, LPCC, filed Complaint No. 2022-LPC 00039 alleging an inappropriate dual relationship with a client. Complainant reported Respondent may have entered into a romantic relationship with a former client he had treated less than five (5) years prior.

2. On January 25, 2023, Abigail Haag, LPCC, filed Complaint No. 2023-LPC-00011 Complainant Haag made allegations Respondent terminated her when she gave her notice of resignation and did not accommodate her request to notify clients for transition and continuation of care.

3. On March 9, 2023, Respondent notified the Board, by email, that he wished to place his license on inactive status, which became effective that date.

4. By written correspondence on June 15, 2023, Respondent notified the Board, that he had married the former client referenced or alluded to in the above

referenced complaints, and that this was the reason he put his license on inactive status and took a sabbatical.

5. Since the Board had referred the matter for investigation, the Board determined it would delay its determination on disciplinary sanctions until the final report was received.

6. When the investigation report was received, it included information provided by witnesses that could be presented as evidence of willful interference with a board investigation should these complaints move forward to hearing.

7. Upon review at its regularly scheduled meeting of February 19, 2024, the Board voted to offer an informal settlement as authorized by 201 KAR 36:050. Section 4. Settlement by Informal Proceedings, which may be entered into at any time during the complaint management process in order to appropriately dispense with the matter(s).

8. The Board has determined that disciplinary action for violation of the following statutes and regulations to be appropriate: KRS 335.540(1) (g) and 201 KAR 36:040. Section 1.(1)(a), (b), and (c); Section 1.(2) and Section 5.(24) (d). Respondent agrees the Board may take disciplinary action against him for the above described violations.

9. The Respondent recognizes that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

10. Instead of pursuing a disciplinary hearing, the parties have mutually decided to resolve any potential disciplinary action by means of this Agreed Order. It is the intent of the parties to resolve all allegations that have been made against the Respondent to

the Board, its agents, its counsel, or its investigator(s), relating to this complaint. It is also the intent of the parties to resolve all potential disciplinary charges which have been investigated by the Board, its agents, its counsel, or its investigator(s), or reported to the Board, its agents, its counsel, or its investigators, in relation to these complaints. As such, upon approval of this Agreed Order and payment of the fine, the Board agrees to refrain from initiating any new or further charge(s), complaint(s), or disciplinary action(s) against the Respondent in relation to any grounds for potential misconduct that have been reported to, or investigated by, the Board, its agents, its Counsel, or its investigator(s) as of the time of date of this Agreed Order.

The Board and Respondent now therefore agree to an informal settlement by way of this Agreed Order, which resolves Complaint No. 2022-LPC-00039 and 2023- LPC-00011 on the following terms and conditions:

11. Respondent shall execute and return a copy of this Agreed Order to the Board within thirty (30) days of receipt of the Agreed Order or it shall be null and void, and the Board may institute further disciplinary action.

12. The agreed upon terms are as follows:

a. Since Respondent's license has expired, Respondent shall not be eligible for reinstatement of his prior license or re-licensure by way of a new application for a period of five (5) years from the date that Respondent ceased operating as a professional counselor, which was November 17, 2022.

b. Upon any application for licensure following the five (5) year ineligibility period, the Respondent shall submit:

i. Training certificates for twelve (12) hours of continuing education on ethics and boundaries, setting clear and ethical boundaries

with clients, the law for regulating professional counseling, KRS 335.500 to 335.599 and 201 KAR Chapter 36, professionalism, and confronting risky temptations in professional practice;

- ii. A mental health assessment by a board-approved mental health professional performed within sixty (60) days preceding the application for reinstatement ; and
- iii. A substance use assessment by a board-approved substance use assessment professional performed within sixty (60) days preceding the application for reinstatement.

c. Upon any application for licensure following the five (5) year ineligibility period, the Respondent shall submit to an interview with the Board's Application Committee prior to reinstatement.

d. All costs for continuing education, the mental health assessment, and the substance use assessment are to be paid by the Respondent unless they are otherwise covered by an employer or offered through insurance.

e. No professional counseling services may be offered or advertised by the Respondent during the ineligibility period, or anytime thereafter if the Respondent is not properly licensed. While practicing as a Certified Life Coach, Mr. Adams agrees to follow the Certified Life Coach Institute (CLCI) Code of Ethics and follow the Core Competencies of CLCI. Mr. Adams agrees to include in his Life Coach-Client Agreements a disclaimer that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care, or substance abuse treatment.

f. The Respondent agrees to strike the term “counseling services” from the business name registered with the Kentucky Secretary of State or administratively dissolve the entity, within 60 days. He further agrees not to use the term “counselor” in relation to his name or services, as is required by KRS 335.505(1).

g. The Respondent agrees he will remove his former LPCC credential from all regulatory databases, such as the National Provider Identifier (NPI) database, and the Centers for Medicare & Medicaid Services (CMS).

h. The Respondent agrees he will not use his former counseling client list, nor the client list of colleagues within his former practice, for marketing his new services as a life coach, or any other business outside of professional counseling.

i. The Board imposes a fine in the amount of the cost for the investigation, not to exceed \$2,500.00, which shall be paid by the Respondent within one-hundred eighty (180) days of receipt of this Agreed Order.

j. The Respondent acknowledges that “clinical psychology” is now a non-qualifying degree pursuant to 201 KAR 36:070, Section 1(3). However, in order to formally settle and resolve these complaints, the Board hereby acknowledges and agrees the Respondent’s degree in “clinical psychology”, which was a qualifying degree for licensure when he was initially licensed in 2007, will not be the basis for a denial of a petition for reinstatement pursuant to KRS 335.540(2) following the revocation period.

13. Respondent acknowledges the seriousness of the allegations contained within Complaint Nos. 2022-LPC-00039 and 2023-LPC-00011 as reported to the Board.

14. Respondent understands that by signing this Agreed Order he has waived his hearing rights, which specifically include any right to a hearing, including the right to be present with counsel, to subpoena witnesses and to confront those against him, and the right to appeal the Board's decision as entered in this Agreed Order and the full panoply of rights of hearing and appeal related to his mandatory certificate and as authorized by statute, regulation, and court decision.

15. Respondent acknowledges that this Agreed Order, after his execution of same, shall be presented to the Board with a recommendation for approval from the Board's Counsel at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreed Order shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board. Respondent understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right he may have had to challenge, based upon the presentation of this Agreed Order to the Board, the impartiality of the Board to hear an administrative action if this Agreed Order is rejected. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreed Order will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Respondent's willingness to enter into this Agreed Order.

16. Upon approval of this Agreed Order by the Board and payment of the fine, the Board shall dismiss Complaint Nos. 2022-LPC-00039 and 2023-LPC-00011.

17. Any violation by Respondent of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of these complaints.

18. Respondent recognizes that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

19. Respondent acknowledges that at all times he has had the opportunity to obtain legal counsel, and has in fact obtained legal counsel, of his choosing.


20. Respondent acknowledges, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, Respondent understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site. However, the Board agrees not to publish a summary in the Board's newsletter, nor publish this Agreed Order on the Board's web site, unless the Respondent violates the terms of the Agreed Order. The Respondent understands the Agreed Order will remain subject to the Kentucky Open Records Act and other sharing of the content of the Agreed Order with any governmental or professional board or organization if deemed appropriate by the Board.

21. All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

22. This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties' consent and agree to the in personam jurisdiction of such Court.


23. This Agreed Order may not be modified except by a written agreement executed by all parties.

HAVE SEEN AND AGREED:



Michael C. Adams, (LBCC #167783, Expired)
Respondent

7/23/24
Date



Christopher D. Bush
Counsel for Respondent

July 23, 2024
Date



Dr. Hannah Coyt
Chair
Kentucky Board Licensed Professional Counselors

August 7, 2024
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was mailed this 7 day of August 2024, by electronic mail, and on the 7 day of August 2024, mailed by regular first-class mail and to:

Michael C. Adams

Respondent

Christopher D. Bush
Phillips Parker Orberon & Arnettt, PLC
716 West Main Street, Suite 300
Louisville, Kentucky 40202
cbush@ppoalaw.com
Counsel for Respondent

And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
Department of Professional Licensing
Public Protection Cabinet
Office of Legal Services
500 Mero Street
Frankfort, Kentucky 40601
Sara.janes@ky.gov
Board Counsel



Board Administrator